Springpod® Micro Internship Brief Terms SPR189 v3.0 11.11.26

1. Introduction

1.1. These Springpod Micro Internship Brief Terms ("Terms") govern the supply or approval of a Micro Internship Brief to Springpod for use in its Micro Internship programme. They are intentionally lightweight and impose no payment, subscription, or platform access obligation.

2. Agreement

2.1. These Terms are formed between the organisation supplying or approving a Brief ("**Organisation**", "**you**", or "**your**") and The Education Hub Group Limited, trading as Springpod (company number 10150500), of Arch 6, Maltings Place, 169 Tower Bridge Rd, London, England, SE1 3LJ ("**Springpod**", "**we**", or "**us**").

2.2. Supplying or approving a Brief constitutes acceptance of these Terms. These Terms should be read together with Springpod's Privacy Policy and Terms of Use. Where the parties also have a separate written commercial agreement, that agreement prevails over these Terms to the extent of any conflict in respect of its subject matter.

2.3. Headings are for convenience only. References to writing include email. These Terms are governed by the laws of England and Wales, and the courts of England have exclusive jurisdiction over any dispute arising out of or in connection with them.

3. Definitions

3.1. "**Brand Assets**" means the Organisation's name, logo, trade marks, and other materials identifying the Organisation that are supplied or approved for use in connection with a Micro Internship.

3.2. "**Brief**" or "**Brief Materials**" means the Micro Internship Brief together with any supporting content, materials, and Brand Assets supplied or approved by the Organisation.

3.3. "**Credential**" means any certificate, badge, digital credential, or written confirmation of completion issued by Springpod to a Student following a Micro Internship.

3.4. "**Micro Internship**" means a Springpod educational experience through which Students complete a project, challenge, task, or brief based on Brief Materials, and "**Programme**" means Springpod's overall Micro Internship programme.

3.5. "**Student**" means an individual using Springpod's platform at www.springpod.com to participate in a Micro Internship.

3.6. "Student Submission" means any work, output, or artefact created or submitted by a Student in the course of a Micro Internship, including any content generated with the assistance of artificial intelligence tools.

4. The Brief and Springpod's Role

4.1. The Organisation may supply or approve a Brief in any format agreed between the parties. Springpod will decide, acting reasonably, whether and how to use a Brief, including the structure, content, duration, and global reach of the related Micro Internship, and may decline, edit, suspend, withdraw, or replace any Brief or Micro Internship for educational, safeguarding, legal, regulatory, reputational, or operational reasons.

4.2. Springpod is solely responsible for designing, adapting, delivering, promoting, assessing, moderating, and providing feedback on Student work, for setting completion standards, and for issuing Credentials. The Organisation is not required to assess, mark, supervise, employ, or engage with Students under these Terms.

4.3. No fee is payable in respect of a Brief under these Terms. Any commercial arrangement between the parties shall be governed by a separate written agreement.

4.4. Springpod may make the Micro Internship and the Programme available to Students directly or through third-party education providers, memberships or platforms operating under their own brand. Any such provider acts under licence from Springpod, and nothing in this arrangement implies any relationship, endorsement or commercial dealing between the Organisation and that provider.

5. Organisation's Confirmations

5.1. The Organisation represents and warrants that:

- 5.1.1. it has full authority to supply or approve the Brief and to grant the rights set out in these Terms, and the person doing so on its behalf is duly authorised;
- 5.1.2. the Brief Materials are accurate to the best of its knowledge, are lawful, and do not contain content that is unlawful, infringing, defamatory, discriminatory, or otherwise harmful; and
- 5.1.3. it owns or has all necessary rights, licences, and permissions to supply the Brief Materials and Brand Assets and to grant the rights set out in Clause 6.

5.2. The Organisation shall not use the Programme, the platform, or any Student's participation for recruitment screening, employment decisions, or commercial activity beyond the educational scope of the Micro Internship, except where separately agreed in writing. Nothing in these Terms creates any employment, contractor, agency, internship, work experience, or apprenticeship relationship between the Organisation and any Student.

6. Intellectual Property and Branding

6.1. The Organisation retains all intellectual property rights in the Brief Materials and Brand Assets.

6.2. The Organisation grants Springpod a worldwide, royalty-free, non-exclusive, sub-licensable licence (including to Springpod's authorised distribution and channel partners) to host, store, publish, distribute, display, promote, adapt, translate, and reasonably modify the Brief Materials and Brand Assets for the purposes of designing, delivering, promoting, and administering the Micro Internship and the Programme, including their use on Student-facing materials, Credentials, and reasonable

marketing and educational materials. This licence continues for so long as the relevant Micro Internship is available, plus a reasonable archival period thereafter.

6.3. Springpod will use the Brand Assets in accordance with any reasonable brand guidelines supplied by the Organisation in writing in advance, provided they do not materially limit Springpod's ability to deliver the Programme.

6.4. Springpod owns all intellectual property rights in the Programme, the platform, any materials it produces in connection with a Micro Internship, and the format, design, and wording of any Credential. The Organisation shall not use Springpod's name, logo, or branding without Springpod's prior written consent, save to acknowledge factually its participation in the Programme.

6.5. Any use of the Brand Assets by a distribution partner under Clause 6.2 shall be limited to identifying the Organisation as the author of a Brief within the Programme, in a form and manner approved by Springpod, and shall be removed within a reasonable period after the relevant Micro Internship is withdrawn.

6.6. The Organisation acknowledges that all intellectual property rights (if any) in a Student Submission belong to and remain with the Student at all times, save for any Brief Materials or Brand Assets incorporated in it, which remain with the Organisation under Clause 6.1. Nothing in these Terms assigns or licenses any right in a Student Submission to the Organisation.

6.7. The Organisation may review Student Submissions that Springpod makes available to it, solely for the purposes of the Micro Internship. Unless a separate arrangement has been agreed under Clause 9.2, Springpod will make Student Submissions available without the Student's name or contact details. The Organisation shall not otherwise use, copy, adapt, publish, or commercially exploit any Student Submission, or attempt to identify or contact the Student who created it, unless it has first agreed in writing, through Springpod, a paid assignment or licence with the Student (and, where the Student is under 18, with their parent or guardian).

6.8. The Organisation grants each Student a non-exclusive, royalty-free, non-transferable licence to use the Brief Materials and Brand Assets incorporated in their Student Submission for the purposes of completing the Micro Internship and of showing that Student Submission privately to prospective employers, education providers, and similar recipients, for example as part of an application, interview, or portfolio shared directly with them. Springpod's Terms of Use require Students not to publish their Student Submission publicly and not to state or imply that they have been employed by, interned with, or endorsed by the Organisation.

6.9. The Organisation shall not include in the Brief Materials any information that it requires to be kept confidential. Springpod will take reasonable steps to make Students aware of the restrictions referred to in Clause 6.8 and to act on any breach reported to it, including by removing content from the platform where it is able to do so, but Springpod is not responsible for any use a Student makes of a Student Submission outside the platform.

7. Credentials and Student Recognition

7.1. Springpod determines the format, wording, and design of all Credentials and any related confirmations or references. These shall be standardised across the Programme and shall confirm only the Student's participation, completion, or achievement against Springpod's assessment standards. Credentials may display the Organisation's name and Brand Assets where the Micro Internship is based on a Brief supplied or approved by the Organisation.

7.2. Unless separately agreed in writing, no Credential or confirmation issued by Springpod shall constitute an employment reference or imply that the Organisation has assessed, endorsed, supervised, recommended, or offered employment to any Student. The Organisation shall not issue, alter, replicate, or counter-sign any Springpod Credential without Springpod's prior written consent.

8. Confidentiality

8.1. Each party shall keep the other party's confidential information confidential and use it only for the purposes of these Terms, except where disclosure is required by law or made to professional advisers under equivalent confidentiality obligations. The existence of a Micro Internship, and the use of the Organisation's name and Brand Assets in the Programme, are not confidential information.

9. Data Protection

9.1. Springpod is the data controller in respect of Student personal data processed via the platform in connection with the Programme, and processes it in accordance with its Privacy Policy and applicable data protection law.

9.2. The Organisation does not generally process Student personal data under these Terms. Each party is an independent controller of its own personnel and business contact data. Where Student personal data is exceptionally to be shared with the Organisation, the parties shall first agree a separate data processing or data sharing arrangement in a form acceptable to Springpod.

10. Liability

10.1. Nothing in these Terms limits or excludes either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for wilful misconduct, or for any other liability that cannot lawfully be limited or excluded.

10.2. Subject to Clause 10.1, neither party shall be liable for loss of profit, revenue, business, anticipated savings, goodwill, or reputation, or for any indirect or consequential loss, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise.

10.3. Subject to Clause 10.1, each party's total aggregate liability arising out of or in connection with these Terms shall not exceed **£10,000 (ten thousand pounds sterling)**.

10.4. Springpod gives no warranty as to the number of Students engaging with or completing a Micro Internship, the quality or commercial usefulness of any Student work, or any recruitment, employment, or commercial outcome arising from a Micro Internship.

10.5. The Organisation shall indemnify Springpod against all claims, losses, and reasonable costs (including reasonable legal costs) arising from any breach of Clause 5 or any third party claim that the Brief Materials or Brand Assets infringe its rights.

11. General

11.1. These Terms, together with any separate written agreement between the parties, constitute the entire agreement between them on their subject matter. Springpod may update these Terms by publishing an updated version, which shall apply to any new Brief submitted or approved after the effective date of the update.

11.2. The Organisation may not assign, sub-contract, or otherwise transfer its rights or obligations without Springpod's prior written consent. Springpod may assign or transfer its rights or obligations at any time.

11.3. If any provision of these Terms is or becomes invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable or, if that is not possible, shall be deemed deleted. The remainder of these Terms shall continue in force.

11.4. No person who is not a party to these Terms has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

11.5. No failure or delay in exercising any right or remedy under these Terms shall constitute a waiver of that or any other right or remedy.

11.6. Neither party is liable for any delay in or failure to perform its obligations under these Terms (other than an obligation to pay any sum due) caused by events beyond its reasonable control.

11.7. Notices must be in writing (which includes email) and sent to the address notified by the recipient for the purposes of these Terms.